

Exhibit A-1

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

----- X
IN RE DENTSPLY SIRONA, INC.
SECURITIES LITIGATION

18 Civ. 7253 (NG)(PK)

----- X
**NOTICE OF (I) PENDENCY OF CLASS ACTION
AND PROPOSED SETTLEMENT; (II) SETTLEMENT HEARING; AND
(III) MOTION FOR ATTORNEYS' FEES AND LITIGATION EXPENSES**

A Federal Court authorized this Notice. This is not a solicitation from a lawyer.

NOTICE OF PENDENCY OF CLASS ACTION: Please be advised that your rights may be affected by the above-captioned securities class action (the “Action”) pending in the United States District Court for the Eastern District of New York (the “Court”), if you purchased or otherwise acquired the common stock of Dentsply International, Inc. (“Dentsply Intl.”) or Dentsply Sirona, Inc. (“Dentsply Sirona”) during the period from December 8, 2015 through August 6, 2018, inclusive (the “Class Period”), and were damaged thereby.¹

NOTICE OF SETTLEMENT: Please also be advised that the Court-appointed Lead Plaintiff, Strathclyde Pension Fund (“Lead Plaintiff”), on behalf of itself and the Settlement Class (as defined in ¶ 30 below), has reached a proposed settlement of the Action for **\$84,000,000** in cash that, if approved, will resolve all claims in the Action (the “Settlement”).

PLEASE READ THIS NOTICE CAREFULLY. This Notice explains important rights you may have, including the possible receipt of cash from the Settlement. If you are a member of the Settlement Class, your legal rights will be affected whether or not you act.

If you have any questions about this Notice, the proposed Settlement, or your eligibility to participate in the Settlement, please DO NOT contact the Court, the Office of the Clerk of the Court, Dentsply Sirona, any other Defendants in the Action, or their counsel. All questions should be directed to Lead Counsel or the Claims Administrator (see ¶ 75 below).

1. **Description of the Action and the Settlement Class:** This Notice relates to a proposed Settlement of claims in a pending securities class action brought by investors alleging that Dentsply Sirona and individual defendants Jeffrey T. Slovin, Bret W. Wise, Christopher T. Clark, Donald M. Casey, Ulrich Michel, Mark A. Thierer and Nicholas W. Alexos (collectively, the “Officer Defendants”), and Michael C. Alfano, Eric K. Brandt, Paula H. Cholmondeley, Michael J. Coleman, Willie A. Deese, William F. Hecht, Francis J. Lunger, John L. Miclot, and John C. Miles II (collectively, the “Director Defendants,” and, together with the Officer Defendants, the “Individual Defendants”), violated the federal securities

¹ All capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings ascribed to them in the Settlement Agreement dated March 10, 2025, which is available at www.DentsplySironaSecuritiesLitigation.com.

laws by making false and misleading statements during the Class Period. A more detailed description of the Action is set forth in paragraphs 11-29 below. If the Court approves the proposed Settlement, the Action will be dismissed and members of the Settlement Class (defined in paragraph 30 below) will settle and release all Released Plaintiffs' Claims (defined in paragraph 39 below).

2. **Statement of the Settlement Class's Recovery:** Subject to Court approval, Lead Plaintiff, on behalf of itself and the Settlement Class, has agreed to settle the Action in exchange for a payment of \$84,000,000 in cash (the "Settlement Amount") to be deposited into an escrow account. The Net Settlement Fund (*i.e.*, the Settlement Amount plus any and all interest earned thereon (the "Settlement Fund") less (a) any Taxes, (b) any Notice and Administration Costs, (c) any Litigation Expenses awarded by the Court, (d) any attorneys' fees awarded by the Court; and (e) any other costs or fees approved by the Court) will be distributed in accordance with a plan of allocation that is approved by the Court, which will determine how the Net Settlement Fund shall be allocated among members of the Settlement Class. The proposed plan of allocation (the "Plan of Allocation") is attached hereto as Appendix A.

3. **Estimate of Average Amount of Recovery Per Share:** Based on Lead Plaintiff's damages expert's estimate of the number of shares of Dentsply Intl. and Dentsply Sirona common stock purchased during the Class Period that may have been affected by the misstatements alleged in the Action and assuming that all Settlement Class Members elect to participate in the Settlement, the estimated average recovery (before the deduction of any Court-approved fees, expenses and costs as described herein) is \$0.40 per eligible share. Settlement Class Members should note, however, that the foregoing average recovery per share is only an estimate. Some Settlement Class Members may recover more or less than this estimated amount depending on, among other factors, when and at what prices they purchased or sold their Dentsply Intl. and Dentsply Sirona common stock, and the total number and value of valid Claim Forms submitted. Distributions to Settlement Class Members will be made based on the Plan of Allocation set forth in Appendix A or such other plan of allocation as may be ordered by the Court.

4. **Average Amount of Damages Per Share:** The Parties do not agree on the average amount of damages per share that would be recoverable if Lead Plaintiff was to prevail in the Action. Among other things, Defendants do not agree with the assertion that they violated the federal securities laws or that any damages were suffered by any members of the Settlement Class as a result of their conduct.

5. **Attorneys' Fees and Expenses Sought:** Lead Counsel, which has been prosecuting the Action on a wholly contingent basis, have not received any payment of attorneys' fees for their representation of the Settlement Class and have advanced the funds to pay expenses necessarily incurred to prosecute this Action. Court-appointed Lead Counsel, Barrack, Rodos & Bacine, will apply to the Court for an award of attorneys' fees in an amount not to exceed 30% of the Settlement Fund. In addition, Lead Counsel will apply for payment of Litigation Expenses incurred in connection with the institution, prosecution, and resolution of the Action, in an amount not to exceed \$750,000, which may include an application for reimbursement of the reasonable costs and expenses incurred by Lead Plaintiff directly related to its representation of the Settlement Class, pursuant to the Private Securities Litigation Reform Act of 1995 ("PSLRA"). Any fees and expenses awarded by the Court will be paid from the Settlement Fund. Settlement Class Members are not personally liable for any such fees or expenses. The estimated average cost per affected share of Dentsply Intl. and Dentsply Sirona common stock, if the Court approves Lead Counsel's fee and expense application, is \$0.12 per share.

6. **Identification of Attorneys' Representatives:** Lead Plaintiff and the Settlement Class are represented by attorneys from Barrack, Rodos & Bacine, including Jeffrey W. Golan, 3300 Two

Commerce Square, 2001 Market Street, Philadelphia, PA 19103, and Michael A. Toomey, 11 Times Square, 640 Eighth Avenue, New York, New York 10036, (877) 386-3304, settlements@barrack.com.

7. **Reasons for the Settlement:** Lead Plaintiff's principal reason for entering into the Settlement is the substantial immediate cash benefit for the Settlement Class without the risk or the delays inherent in further litigation. Moreover, the substantial cash benefit provided under the Settlement must be considered against the significant risk that a smaller recovery—or indeed no recovery at all—might be achieved after further contested motions, a trial of the Action and the likely appeals that would follow a trial. This process could be expected to last several years. Defendants, who deny all allegations of wrongdoing or liability whatsoever, are entering into the Settlement solely to avoid the further expense, inconvenience, and burden of the Action, the distraction and diversion of personnel and resources, and to obtain the conclusive and complete dismissal or release of this Action and the Released Plaintiffs' Claims.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT:	
SUBMIT A CLAIM FORM POSTMARKED OR SUBMITTED ONLINE NO LATER THAN _____, 2025, OR WITHIN THIRTY (30) DAYS AFTER FINAL APPROVAL IS GRANTED TO THE SETTLEMENT, WHICHEVER IS LATER.	This is the only way to be eligible to receive a payment from the Net Settlement Fund. If you are a Settlement Class Member and you remain in the Settlement Class, you will be bound by the Settlement as approved by the Court and you will give up any Released Plaintiffs' Claims (defined in ¶ 39 below) that you have against Defendants and the other Defendants' Releasees (defined in ¶ 40 below), so it is in your interest to submit a Claim Form.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION SO THAT IT IS RECEIVED NO LATER THAN _____, 2025.	If you exclude yourself from the Settlement Class, you will not be eligible to receive any payment from the Net Settlement Fund. This is the only option that allows you ever to be part of any other lawsuit against any of the Defendants or the other Defendants' Releasees concerning the Released Plaintiffs' Claims.
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS RECEIVED NO LATER THAN _____, 2025.	If you do not like the proposed Settlement, the proposed Plan of Allocation, or the request for attorneys' fees and Litigation Expenses, you may write to the Court and explain why you do not like them. You cannot object to the Settlement, the Plan of Allocation, or the fee and expense request unless you are a Settlement Class Member and do not exclude yourself from the Settlement Class.
ATTEND A HEARING ON SEPTEMBER 10, 2025 AT 2:00 P.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS RECEIVED NO LATER THAN _____, 2025.	Filing a written objection and notice of intention to appear by _____, 2025 allows you to speak in Court, at the discretion of the Court, about the fairness of the proposed Settlement, the Plan of Allocation, and/or the request for attorneys' fees and Litigation Expenses. If you submit a written objection, you may (but you do not have to) attend the hearing and, at the

	discretion of the Court, speak to the Court about your objection.
DO NOTHING.	If you are a member of the Settlement Class and you do not submit a valid Claim Form, you will not be eligible to receive any payment from the Net Settlement Fund. You will, however, remain a member of the Settlement Class, which means that you give up your right to sue about the claims that are resolved by the Settlement and you will be bound by any judgments or orders entered by the Court in the Action.

These rights and options—and the deadlines to exercise them—are further explained in this Notice. Please Note: the Court will hold a virtual Settlement Hearing—currently scheduled for September 10, 2025 at 2:00 p.m. Eastern Time—which is subject to change without further notice to the Settlement Class. If you plan to attend the hearing, you should check the Settlement website, DentsplySironaSecuritiesLitigation.com, or with Lead Counsel as set forth above to confirm that no change to the date and/or time of the hearing has been made.

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WHY DID I GET THIS NOTICE?

8. The Court directed that this Notice be mailed to you because you or someone in your family or an investment account for which you serve as a custodian may have purchased Dentsply Intl. or Dentsply Sirona common stock during the Class Period. The Court has directed us to send you this Notice because,

as a potential Settlement Class Member, you have a right to know about your options before the Court rules on the proposed Settlement. Additionally, you have the right to understand how this class action lawsuit may generally affect your legal rights. If the Court approves the Settlement and the Plan of Allocation (or some other plan of allocation), the Claims Administrator selected by Lead Plaintiff and approved by the Court will make payments to the Settlement Class pursuant to the Settlement after any objections and appeals are resolved.

9. The purpose of this Notice is to inform you of the existence of this case, that it is a class action, how you might be affected, and how to exclude yourself from the Settlement Class if you wish to do so. It is also being sent to inform you of the terms of the proposed Settlement and of a hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement, the proposed Plan of Allocation, and the motion by Lead Counsel for attorneys' fees and Litigation Expenses (the "Settlement Hearing"). However, the fact that this Notice is being provided to you does not mean that you are actually a member of the Settlement Class. *See* ¶ 30 below for details about the Settlement Class; *see also* ¶¶ 64-65 below for details about the Settlement Hearing, including the date and location of the hearing.

10. The issuance of this Notice is not an expression of any opinion by the Court concerning the merits of any claim in the Action, and the Court still has to decide whether to approve the Settlement. If the Court approves the Settlement and a plan of allocation, then payments to Authorized Claimants will be made after any appeals are resolved and after the completion of all claims processing. Please be patient, as this process can take some time to complete.

WHAT IS THIS CASE ABOUT?

11. Dentsply Sirona is a Delaware corporation that designs, develops, manufactures, and markets dental products and services for use by dentists. Dentsply Sirona was formed by the February 29, 2016 merger of Dentsply Intl. and Sirona Dental Systems, Inc. (the "Merger"). Dentsply Sirona, and its predecessor-in-interest Dentsply Intl., trade(d) common stock on the NASDAQ under the ticker symbol "XRAY." This Action involves allegations that, during the Settlement Class Period (from December 8, 2015 through August 6, 2018), Dentsply Sirona and the Individual Defendants made material misrepresentations and omissions regarding a build-up of inventory at one of its major distributors. Lead Plaintiff alleges that these alleged misrepresentations and omissions caused the price of Dentsply Intl.'s and Dentsply Sirona's common stock to be inflated during the Settlement Class Period, and that the price declined when the truth was disclosed through a series of disclosures on August 9, 2017, October 2, 2017, May 6-7, 2018, and August 7, 2018.

12. On December 19, 2018, Boynton Beach General Employees' Pension Plan initiated the case by filing a complaint in the United States District Court for the District of Delaware (the "Court"), alleging violations of the federal securities laws.

13. On March 11, 2019, the Court entered an Order appointing Strathclyde Pension Fund as Lead Plaintiff, and approving its selection of Barrack, Rodos & Bacine as Lead Counsel.

14. On May 6, 2019, Lead Plaintiff filed the Class Action Complaint of Lead Plaintiff Strathclyde Pension Fund ("First Complaint"). The First Complaint asserted claims on behalf of all persons who: (1) purchased or otherwise acquired the common stock of Dentsply Intl. and its successor-in-interest Dentsply Sirona between February 20, 2014 and August 7, 2018; (2) acquired shares of the common stock of Dentsply Sirona in exchange for their shares of common stock of Sirona in connection with the Merger; or (3) were former Dentsply Intl. shareholders who held shares as of December 2, 2015 and were entitled

to vote with respect to the Merger; and were damaged by the conduct asserted in the First Complaint. The First Complaint alleged that Defendants made materially false and misleading statements or omissions regarding (i) the aforementioned build-up of inventory at one of the company's major distributors and (ii) an anti-competitive conspiracy among the company's three largest United States distributors (the "Distributor Conspiracy Theory"). The First Complaint asserted: (i) claims under Section 10(b) of the Exchange Act, 15 U.S.C. § 78j(b), and SEC Rule 10b-5, 17 C.F.R. § 240.10b-5, promulgated thereunder, against Dentsply Sirona and the Officer Defendants; (ii) claims under Section 20(a) of the Exchange Act, 15 U.S.C. § 78t(a), against the Officer Defendants; (iii) claims under Section 11 of the Securities Act, 15 U.S.C. § 77k, against Dentsply Sirona, the Director Defendants, and Officer Defendants Wise, Clark, Slovin and Michel; (iv) claims under Section 12(a)(2) of the Securities Act, 15 U.S.C. § 77l(a)(2), against Dentsply Sirona; (v) claims under Section 15 of the Securities Act, 15 U.S.C. § 77o, against the Director Defendants and Officer Defendants Wise, Clark, Slovin and Michel; (vi) claims under Section 14(a) of the Exchange Act, 15 U.S.C. § 78n(a), and SEC Rule 14a-9, 17 C.F.R. § 240.14a-9, promulgated thereunder, against Dentsply Sirona, the Director Defendants, and Officer Defendants Wise, Clark, Slovin and Michel; and (vii) claims under Section 20(a) of the Exchange Act, 15 U.S.C. § 78t(a), against Officer Defendants Wise, Clark, Slovin and Michel.

15. On July 3, 2019, the Court held a pre-motion conference regarding Defendants' anticipated motion to dismiss the First Complaint, at which time Lead Plaintiff, on consent of Defendants, voluntarily dismissed its claims pursuant to Section 14(a) of the Exchange Act and SEC Rule 14a-9 as time-barred by the three-year statute of repose. On August 15, 2019, Defendants moved to dismiss the First Complaint. The motion to dismiss was fully briefed.

16. While the motion to dismiss was pending, on December 16, 2020, the United States Securities and Exchange Commission ("SEC") issued an order titled *In the Matter of Dentsply Sirona Inc.*, File No. 3-20170, Order Instituting Cease-and-Desist Proceedings Pursuant to Section 21C of the Securities Exchange Act of 1934, Making Findings, and Imposing a Cease-and-Desist Order (Release No. 90681, December 16, 2020) (the "Cease-and-Desist Order"). On January 8, 2021, the Parties filed a Stipulation and Proposed Order Regarding Scheduling, notifying the Court of this development, that Defendants' motion to dismiss the First Complaint was withdrawn, and that Lead Plaintiff would file an amended complaint on or before January 22, 2021 to include allegations from the Cease-and-Desist Order.

17. On January 22, 2021, Lead Plaintiff filed the Amended Class Action Complaint of Lead Plaintiff Strathclyde Pension Fund, and on January 25, 2021, Lead Plaintiff filed the Corrected Amended Class Action Complaint of Lead Plaintiff Strathclyde Pension Fund (the "Complaint"). The Complaint contained new allegations addressing the Cease-and-Desist Order, but was otherwise identical to the First Complaint.

18. On March 8, 2021, Defendants moved to dismiss the Complaint, asserting that: Lead Plaintiff's claims were time-barred; Lead Plaintiff failed to sufficiently allege actionable misstatements or omissions; Lead Plaintiff failed to adequately allege loss causation; Defendants had not acted with scienter; any omitted information about Sirona would have been immaterial to Sirona shareholders; and Lead Plaintiff failed to adequately plead any control person claims. Defendants also moved to strike references to the Cease-and-Desist Order in the Complaint. Defendants' motion to dismiss was fully briefed.

19. On March 29, 2023, Judge Gershon issued a 50-page Opinion and Order denying the motion to strike, granting in part Defendants' motion to dismiss in finding that certain of the alleged misrepresentations and omissions were not actionable, but otherwise denying Defendants' motion to dismiss.

20. Discovery in the Action commenced in May 2023. In response to Lead Plaintiff's requests for production of documents, Defendants produced over 480,000 documents. Lead Plaintiff also produced documents in response to Defendants' requests for production of documents. In total, the Parties produced more than 2.4 million pages of documents. In addition, Lead Plaintiff subpoenaed five third parties and received additional documents from each of them.

21. On September 29, 2023, Lead Plaintiff filed a motion for class certification and appointment of class representative and class counsel, which was accompanied by a report from Lead Plaintiff's expert on market efficiency and common damages methodologies.

22. On November 27, 2023, Defendants filed a letter requesting a pre-motion conference regarding an anticipated motion for judgment on the pleadings. Lead Plaintiff filed a response on December 11, 2023. The pre-motion conference was held on March 15, 2024 before Judge Gershon, at which time the Court set a briefing schedule for Defendants' motion for judgment on the pleadings. Because of certain statute of repose issues, Lead Plaintiff voluntarily dismissed its Section 11 claims and its Section 15 claim against Defendant Michel.

23. On February 8, 2024, after taking certain class-related discovery, Defendants filed their response in opposition to the class motion, along with the reports of three experts. On May 10, 2024, after taking certain other class-related discovery, Lead Plaintiff filed its reply in further support of the class certification motion. In that reply, Lead Plaintiff explained that as a result of extensive evidence and argument presented by Defendants showing that any alleged misrepresentations or omissions concerning the Distributor Conspiracy Theory had no impact on the price of Dentsply Intl. or Dentsply Sirona stock, Lead Plaintiff no longer believed the theory was sustainable on a class-wide basis. Therefore, Lead Plaintiff modified the definition of the proposed Class to include only persons who purchased the common stock of Dentsply Intl. or Dentsply Sirona on the open market from December 8, 2015 to August 6, 2018, inclusive, and were damaged thereby, and Lead Plaintiff announced that it was no longer seeking class certification of the remaining Securities Act claims associated with the Merger or the Exchange Act claims of Dentsply Intl. purchasers from February 20, 2014 through December 7, 2015. The motion for class certification was fully briefed, including the submission of sur-reply and sur-sur-reply briefs.

24. Defendants served their motion for judgment on the pleadings on June 7, 2024, arguing that: pre-Merger purchasers of Dentsply Intl. stock lacked standing to assert Exchange Act claims relating to statements about Sirona; Lead Plaintiff did not sufficiently allege any claim relating to statements made after August 9, 2017 or any claim against Defendants Casey, Alexos and Thierer; and Lead Plaintiff's individual claims under Section 12(a)(2) and Section 15 of the Securities Act, and Section 10(b) of the Exchange Act relating to the Distributor Conspiracy Theory, for which Lead Plaintiff was no longer seeking class treatment, should be dismissed. Defendants' motion for judgment on the pleadings was fully briefed.

25. The Parties had begun exploring the possibility of a settlement in early 2024. The Parties agreed to engage in private mediation and retained the Honorable Layn R. Phillips of Phillips ADR Enterprises ("Judge Phillips") to act as mediator in the Action. Judge Phillips was assisted by his Phillips ADR colleague, Caroline Cheng (together with Judge Phillips, the "Mediator"). On June 11-12, 2024, counsel for the Parties, Defendants' insurance carriers, and certain Party personnel participated in a two-day mediation session before the Mediator. The session ended without any agreement being reached.

26. After the mediation session concluded, the Parties continued to engage in settlement negotiations facilitated by the Mediator while the litigation proceeded. Ultimately, following months of negotiations facilitated by the Mediator, Judge Phillips made a Mediator's Recommendation that the Action be settled

for \$84,000,000, which the Parties accepted on January 16, 2025. In Judge Phillips' opinion, "the proposed Settlement is the result of vigorous arm's-length negotiation by all involved Parties. I believe, based on my extensive discussions with the Parties and the information made available to me both before and during the Mediation, that the Settlement was negotiated in good faith and that the Settlement is fair and reasonable."

27. The agreement's terms were memorialized in a term sheet executed on January 30, 2025 (the "Term Sheet"). The Term Sheet sets forth, among other things, the Parties' agreement to settle and release all claims against Defendants and Defendants' Releasees (defined below) in return for a cash payment of \$84,000,000 by or on behalf of Defendants for the benefit of the Settlement Class, subject to certain terms and conditions and the execution of a customary "long form" stipulation and agreement of settlement and related papers.

28. On March 10, 2025, the Parties entered into a Stipulation and Agreement of Settlement ("Settlement Agreement"), which sets forth the terms and conditions of the Settlement. The Settlement Agreement can be viewed at DentsplySironaSecuritiesLitigation.com.

29. On [____], 2025, the Court preliminarily approved the Settlement, authorized this Notice to be disseminated to potential Settlement Class Members, and scheduled the Settlement Hearing to consider whether to grant final approval to the Settlement.

**HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT?
WHO IS INCLUDED IN THE SETTLEMENT CLASS?**

30. If you are a member of the Settlement Class, you are subject to the Settlement, unless you timely request to be excluded. The Settlement Class consists of:

all persons and entities who purchased or otherwise acquired the common stock of Dentsply Intl. or Dentsply Sirona during the period from December 8, 2015 through August 6, 2018, inclusive, and who were damaged thereby.

Excluded from the Settlement Class are Defendants and their families, and directors and Officers ("Officer" means any officer as that term is defined in Securities and Exchange Act Rule 16a-1(f)) of Dentsply Sirona and their families and affiliates, as well as any persons or entities who or which exclude themselves by submitting a request for exclusion that is accepted by the Court in accordance with the requirements set forth in this Notice. Also excluded from the Settlement Class are persons who would be members of the Settlement Class based solely on their acquisition of Dentsply Sirona common stock in exchange for shares of Sirona in connection with the Merger and, for the avoidance of doubt, those who would be members of the Settlement Class based solely on their acquisition of Dentsply Sirona common stock in the Merger in exchange for Dentsply Intl. common stock that they purchased or acquired prior to December 8, 2015. See "What If I Do Not Want To Be A Member Of The Settlement Class? How Do I Exclude Myself?," on page [__] below.

Please Note: Receipt of this Notice does not mean that you are a Settlement Class Member or that you will be entitled to receive proceeds from the Settlement.

If you are a Settlement Class Member and you wish to be eligible to participate in the distribution of proceeds from the Settlement, you are required to submit the Claim Form that is being distributed with this Notice and the required supporting documentation as set forth therein

postmarked (or submitted online) no later than _____, 2025, or within thirty (30) days after final approval is granted to the Settlement, whichever is later.

WHAT ARE LEAD PLAINTIFF'S REASONS FOR THE SETTLEMENT?

31. Lead Plaintiff and Lead Counsel believe that the claims asserted against Defendants have merit. They recognize, however, the very substantial risks they would face in establishing liability and damages which would only be possible after the Court certified a class and denied Defendants' pending motion for judgment on the pleadings. This litigation would also have to survive summary judgment motions, pre-trial motions, a trial, and appeals, all of which would add to the length and expense to the Settlement Class of continued proceedings. At the time the Settlement was reached, the Court had yet to rule on Defendants' motion for judgment on the pleadings, wherein Defendants made several arguments that, if credited by the Court, could substantially narrow the case. In particular, Defendants argued that pre-Merger purchasers of Dentsply Intl. stock lacked standing to assert Exchange Act claims relating to statements about Sirona, and that Lead Plaintiff did not sufficiently allege any claim relating to statements made after August 9, 2017 or any claim against Defendants Casey, Alexos and Thierer. In addition, the Court has not yet ruled on Lead Plaintiff's motion for class certification, which Defendants have opposed on several grounds through an opposition brief and a Court-permitted sur-reply. If the Action were not certified as a class action, Lead Plaintiff would be left to prosecute the claims individually, and other members of the Settlement Class would not be able to join in any recovery.

32. In light of these and other risks, the amount of the Settlement, and the immediacy of recovery to the Settlement Class, Lead Plaintiff and Lead Counsel believe that the proposed Settlement is fair, reasonable, and adequate, and in the best interests of the Settlement Class. The Settlement provides a substantial benefit to the Settlement Class, namely \$84,000,000 in cash (less the various deductions described in this Notice), as compared to the risk that the claims in the Action would produce a smaller recovery, or no recovery at all, after further proceedings on Lead Plaintiff's motion for class certification, Defendants' motion for judgment on the pleadings, and likely summary judgment motions, trial, and appeals, possibly years in the future.

33. Defendants have denied the claims asserted against them in the Action and deny that the Settlement Class was harmed or suffered any damages as a result of the conduct alleged in the Action. Defendants have agreed to the Settlement solely to avoid the further expense, inconvenience, and burden of the Action, the distraction and diversion of personnel and resources, and to obtain the conclusive and complete dismissal or release of this Action and the Released Plaintiffs' Claims. Accordingly, the Settlement may not be construed as an admission of any wrongdoing by Defendants.

WHAT MIGHT HAPPEN IF THERE WERE NO SETTLEMENT?

34. If there were no Settlement and Lead Plaintiff failed to establish any essential legal or factual element of their claims against Defendants, neither Lead Plaintiff nor the other members of the Settlement Class would recover anything from Defendants. Also, if Defendants were successful in proving any of their defenses, either in the pending motions or at summary judgment, at trial, or on appeal, the Settlement Class could recover less than the amount provided in the Settlement, or nothing at all.

**HOW ARE SETTLEMENT CLASS MEMBERS AFFECTED
BY THE ACTION AND THE SETTLEMENT?**

35. If you are a Settlement Class Member, you are and will be represented by Lead Plaintiff and Lead Counsel, unless you enter an appearance through counsel of your own choice at your own expense. You are not required to retain your own counsel, but if you choose to do so, such counsel must file a notice of appearance on your behalf and must serve copies of his or her appearance on the attorneys listed in the section entitled, “When And Where Will The Court Decide Whether To Approve The Settlement?,” on page [] below.

36. If you are a Settlement Class Member and do not wish to remain a Settlement Class Member, you may exclude yourself from the Settlement Class by following the instructions in the section entitled, “What If I Do Not Want To Be A Member Of The Settlement Class? How Do I Exclude Myself?,” on page [] below.

37. If you are a Settlement Class Member and you wish to object to the Settlement, the Plan of Allocation, or Lead Counsel’s application for attorneys’ fees and Litigation Expenses, and if you do not exclude yourself from the Settlement Class, you may present your objections by following the instructions in the section entitled, “When And Where Will The Court Decide Whether To Approve The Settlement?,” on page [] below.

38. If you are a Settlement Class Member and you do not exclude yourself from the Settlement Class, you will be bound by any orders issued by the Court. If the Settlement is approved, the Court will enter a judgment (the “Judgment”). The Judgment will dismiss with prejudice the claims against Defendants and will provide that, upon the Effective Date of the Settlement, Lead Plaintiff and each of the other Settlement Class Members, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, and assigns, in their capacities as such, will have fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Released Plaintiffs’ Claim (as defined in ¶ 39 below) against Defendants and the other Defendants’ Releasees (as defined in ¶ 40 below), and shall forever be barred and enjoined from prosecuting any or all of the Released Plaintiffs’ Claims against any of the Defendants’ Releasees.

39. “Released Plaintiffs’ Claims” means any and all claims (including known claims and Unknown Claims), suits, actions, appeals, causes of action, damages (including, without limitation, compensatory, punitive, exemplary, rescissory, direct, consequential or special damages, and restitution and disgorgement), demands, rights, debts, penalties, costs, expenses, fees, injunctive relief, attorneys’ fees, expert or consulting fees, prejudgment interest, indemnities, duties, liabilities, losses, or obligations of every nature and description whatsoever, known or unknown, whether or not concealed or hidden, fixed or contingent, direct or indirect, anticipated or unanticipated, asserted or that could have been asserted by Lead Plaintiff or all Settlement Class Members, whether legal, contractual, rescissory, statutory, or equitable in nature, whether arising under federal, state, common or foreign law, that (i) are based upon, arise from, or relate to the claims that Lead Plaintiff or any other member of the Settlement Class asserted in the Complaint, or any prior complaint in the action, or that could have been asserted in any other forum, that arise out of or are based upon the allegations, transactions, facts, matters or occurrences, representations, or omissions involved, set forth, or referred to in the Complaint or (ii) relate to the purchase, acquisition or trading of any Dentsply Intl., Dentsply Sirona, or Sirona common stock, options or any other Dentsply Intl., Dentsply Sirona, or Sirona security during the Class Period. This release does not cover, include, or release (i) any claims asserted in any related ERISA or shareholder derivative action;

(ii) any claims by any governmental entity that arise out of any governmental investigation of Defendants relating to the conduct alleged in the Action; or (iii) any claims relating to the enforcement of the Settlement. This release further does not cover, include, or release the claims asserted in *San Antonio Fire and Police Pension Fund v. Dentsply Sirona Inc.*, 1:22-cv-06339-AS (S.D.N.Y.), *North Collier Fire Control and Rescue District Firefighters Retirement Plan v. Dentsply Sirona Inc.*, 1:24-cv-09083-NRB (S.D.N.Y.), or complaints related to or consolidated with those actions.

40. “Defendants’ Releasees” means Defendants and any of their controlling persons, associates, related or affiliated entities, and each and all of their respective past or present officers, directors, employees, partners, members, shareholders, principals, agents, representatives, attorneys, auditors, financial or investment advisors, consultants, underwriters, accountants, investment bankers, commercial bankers, entities providing fairness opinions, advisors, insurers, reinsurers, heirs, spouses, executors, trustees, general or limited partners or partnerships, limited liability companies, joint ventures, personal or legal representatives, estates, administrators, predecessors, successors or assigns, or any member of their immediate families, marital communities, or any trusts for which any of them are trustees, settlers or beneficiaries, or anyone acting or purporting to act for or on behalf of them or their successors.

41. “Unknown Claims” means any Released Plaintiffs’ Claims which any Lead Plaintiff or any other Settlement Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, and any Released Defendants’ Claims which any Defendant does not know or suspect to exist in his or its favor at the time of the release of such claims, which, if known by him, her, or it, might have affected his, her, or its decision(s) with respect to this Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, Lead Plaintiff and Defendants shall expressly waive, and each of the other Settlement Class Members shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Lead Plaintiff and Defendants acknowledge, and each of the Settlement Class Members shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement.

42. The Judgment will also provide that, upon the Effective Date of the Settlement, Defendants, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, and assigns, in their capacities as such, will have fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Released Defendants’ Claim (as defined in ¶ 43 below) against Lead Plaintiff and the other Plaintiffs’ Releasees (as defined in ¶ 44 below), and shall forever be barred and enjoined from prosecuting any or all of the Released Defendants’ Claims against any of the Plaintiffs’ Releasees.

43. “Released Defendants’ Claims” means any and all claims (including known claims and Unknown Claims), suits, actions, appeals, causes of action, damages (including, without limitation, compensatory, punitive, exemplary, rescissory, direct, consequential or special damages, and restitution and disgorgement), demands, rights, debts, penalties, costs, expenses, fees, injunctive relief, attorneys’ fees,

expert or consulting fees, prejudgment interest, indemnities, duties, liabilities, losses, or obligations of every nature and description whatsoever, known or unknown, whether or not concealed or hidden, fixed or contingent, direct or indirect, anticipated or unanticipated, whether legal, contractual, rescissory, statutory, or equitable in nature, whether arising under federal, state, common or foreign law, that arise out of or relate in any way to the institution, prosecution, or settlement of the claims against Defendants in the Action. This release does not cover, include, or release (i) claims relating to the enforcement of this Settlement Agreement or the Settlement; or (ii) any claims against any person or entity who or which submits a request for exclusion that is accepted by the Court.

44. “Plaintiffs’ Releasees” means Lead Plaintiff, all other plaintiffs in the Action, and all other Settlement Class Members, and their respective current and former parents, affiliates, subsidiaries, officers, directors, agents, successors, predecessors, assigns, assignees, partnerships, partners, trustees, trusts, employees, any member of their immediate families, insurers, reinsurers, and attorneys.

HOW DO I PARTICIPATE IN THE SETTLEMENT? WHAT DO I NEED TO DO?

45. To be eligible for a payment from the Settlement, you must be a member of the Settlement Class and you must timely complete and return the Claim Form with adequate supporting documentation ***postmarked (if mailed), or submitted online at DentsplySironaSecuritiesLitigation.com no later than _____, 2025, or within thirty (30) days after final approval is granted to the Settlement, whichever is later.*** A Claim Form is included with this Notice, or you may obtain one from the website maintained by the Claims Administrator for the Settlement, DentsplySironaSecuritiesLitigation.com. You may also request that a Claim Form be mailed to you by calling the Claims Administrator toll-free at (866) 217-4456 or by emailing the Claims Administrator at info@DentsplySironaSecuritiesLitigation.com. **Please retain all records of your ownership of and transactions in Dentsply Intl. and Dentsply Sirona common stock, as they will be needed to document your Claim.** The Parties and Claims Administrator do not have information about your transactions in Dentsply Intl. and Dentsply Sirona common stock.

46. If you request exclusion from the Settlement Class or do not submit a timely and valid Claim Form, you will not be eligible to share in the Net Settlement Fund. If you submit a Claim Form and it is determined to be deficient or ineligible, depending on the method by which the Claim Form was submitted, a letter or email will be sent to you describing the defect(s) or condition(s) of ineligibility and what, if anything, is necessary to cure the defect(s) or condition(s) of ineligibility. You will then have twenty (20) days to cure any such defect(s) or condition(s) of ineligibility. The letter or email will also advise you that if you desire to contest the administrative determination, you will be required to submit a written statement to the Claims Administrator requesting Court review of your Claim and setting forth the basis for your request within the same twenty (20) day time period.

HOW MUCH WILL MY PAYMENT BE?

47. At this time, it is not possible to make any determination as to how much any individual Settlement Class Member may receive from the Settlement.

48. Pursuant to the Settlement, Defendants have agreed to cause \$84,000,000 in cash (the “Settlement Amount”) to be paid into an escrow account. The Settlement Amount plus any interest earned thereon is referred to as the “Settlement Fund.” If the Settlement is approved by the Court and the Effective Date occurs, the “Net Settlement Fund” (that is, the Settlement Fund less (a) all federal, state and/or local taxes on any income earned by the Settlement Fund and the reasonable costs incurred in connection with

determining the amount of and paying taxes owed by the Settlement Fund (including reasonable expenses of tax attorneys and accountants); (b) the costs and expenses incurred in connection with providing notice to Settlement Class Members and administering the Settlement on behalf of Settlement Class Members; (c) any attorneys' fees and Litigation Expenses awarded by the Court; and (d) any other costs or fees approved by the Court) will be distributed to Settlement Class Members who submit valid Claim Forms, in accordance with the proposed Plan of Allocation or such other plan of allocation as the Court may approve.

49. The Net Settlement Fund will not be distributed unless and until the Court has approved the Settlement and a plan of allocation, and the time for any petition for rehearing, appeal or review, whether by certiorari or otherwise, has expired.

50. Neither Defendants nor any other person or entity that paid any portion of the Settlement Amount on their behalf are entitled to get back any portion of the Settlement Fund once the Court's order or judgment approving the Settlement becomes Final. Defendants shall not have any liability, obligation, or responsibility for the administration of the Settlement, the disbursement of the Net Settlement Fund, or the plan of allocation.

51. Approval of the Settlement is independent from approval of a plan of allocation. Any determination with respect to a plan of allocation will not affect the Settlement, if approved.

52. Unless the Court otherwise orders, any Settlement Class Member who fails to submit a Claim Form postmarked (or submitted online) on or before _____, 2025, or within thirty (30) days after final approval is granted to the Settlement, whichever is later, shall be fully and forever barred from receiving payments pursuant to the Settlement but will in all other respects remain a Settlement Class Member and be subject to the provisions of the Settlement Agreement, including the terms of any Judgment entered and the releases given. This means that each Settlement Class Member releases the Released Plaintiffs' Claims (as defined in ¶ 39 above) against the Defendants' Releasees (as defined in ¶ 40 above) and will be enjoined and prohibited from filing, prosecuting, or pursuing any of the Released Plaintiffs' Claims against any of the Defendants' Releasees whether or not such Settlement Class Member submits a Claim Form.

53. Participants in and beneficiaries of any employee retirement and/or benefit plan covered by ERISA ("ERISA Plan") should NOT include any information relating to shares of Dentsply Intl. or Dentsply Sirona common stock purchased through the ERISA Plan in any Claim Form they submit in this Action. They should include ONLY shares of Dentsply Intl. or Dentsply Sirona common stock purchased during the Class Period outside of an ERISA Plan. Claims based on any ERISA Plan's purchases of Dentsply Intl. or Dentsply Sirona common stock during the Class Period may be made by the plan's trustees.

54. The Court has reserved jurisdiction to allow, disallow, or adjust on equitable grounds the Claim of any Settlement Class Member.

55. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her or its Claim Form.

56. Only Settlement Class Members or persons authorized to submit a claim on their behalf will be eligible to share in the distribution of the Net Settlement Fund. Persons and entities that are excluded from the Settlement Class by definition or that exclude themselves from the Settlement Class pursuant to request will not be eligible to receive a distribution from the Net Settlement Fund and should not submit Claim Forms. The only securities that are included in the Settlement are Dentsply Intl. and Dentsply Sirona common stock.

57. Appendix A to this Notice sets forth the Plan of Allocation for allocating the Net Settlement Fund among Authorized Claimants, as proposed by Lead Plaintiff. At the Settlement Hearing, Lead Plaintiff will request that the Court approve the Plan of Allocation. The Court may modify the Plan of Allocation, or approve a different plan of allocation, without further notice to the Settlement Class.

**WHAT PAYMENT ARE THE ATTORNEYS FOR THE SETTLEMENT CLASS SEEKING?
HOW WILL THE LAWYERS BE PAID?**

58. Lead Counsel have not received any payment for their services in pursuing claims against the Defendants on behalf of the Settlement Class, nor have Lead Counsel been reimbursed for their out-of-pocket expenses. Before final approval of the Settlement, Lead Counsel will apply to the Court for an award of attorneys' fees in an amount not to exceed 30% of the Settlement Fund. At the same time, Lead Counsel also intend to apply for payment of Litigation Expenses in an amount not to exceed \$750,000, which may include an application for reimbursement of the reasonable costs and expenses incurred by Lead Plaintiff directly related to its representation of the Settlement Class, pursuant to the PSLRA. The Court will determine the amount of any award of attorneys' fees or Litigation Expenses. Such sums as may be approved by the Court will be paid from the Settlement Fund. Settlement Class Members are not personally liable for any such fees or expenses.

**WHAT IF I DO NOT WANT TO BE A MEMBER OF THE SETTLEMENT CLASS?
HOW DO I EXCLUDE MYSELF?**

59. Each Settlement Class Member will be bound by all determinations and judgments in this lawsuit, whether favorable or unfavorable, unless such person or entity mails or delivers a written Request for Exclusion from the Settlement Class, addressed to *In re Dentsply Sirona Securities Litigation*, EXCLUSIONS, c/o A.B. Data, Ltd., P.O. Box 173027, Milwaukee, WI 53217. The Request for Exclusion must be **received no later than** _____, **2025**. You will not be able to exclude yourself from the Settlement Class after that date. Each Request for Exclusion must (i) state the name, address, and telephone number of the person or entity requesting exclusion, and in the case of entities, the name and telephone number of the appropriate contact person; (ii) state that such person or entity "requests exclusion from the Settlement Class in *In re Dentsply Sirona, Inc. Securities Litigation*, Civil Action No. 18-7253-NG-PK"; (iii) state the number of shares of Dentsply Intl. and Dentsply Sirona common stock that the person or entity requesting exclusion (A) owned as of the opening of trading on December 8, 2015 and (B) purchased/acquired and/or sold from December 8, 2015 through August 6, 2018, inclusive, as well as the date, number of shares, and prices of each such purchase and sale; and (iv) be signed by the person or entity requesting exclusion or an authorized representative. A Request for Exclusion shall not be effective unless it provides all the information called for in this paragraph and is received within the time stated above, or is otherwise accepted by the Court.

60. If you do not want to be part of the Settlement Class, you must follow these instructions for exclusion even if you have pending, or later file, another lawsuit, arbitration, or other proceeding relating to any Released Plaintiffs' Claim against any of the Defendants' Releasees.

61. If you ask to be excluded from the Settlement Class, you will not be eligible to receive any payment out of the Net Settlement Fund.

62. Defendants have the right to terminate the Settlement if valid requests for exclusion are received from persons and entities entitled to be members of the Settlement Class in an amount that exceeds an amount agreed to by Lead Plaintiff and Defendants.

WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT? DO I HAVE TO COME TO THE HEARING? MAY I SPEAK AT THE HEARING IF I DON'T LIKE THE SETTLEMENT?

63. **Settlement Class Members do not need to attend the Settlement Hearing. The Court will consider any submission made in accordance with the provisions below even if a Settlement Class Member does not attend the hearing. You can participate in the Settlement without attending the Settlement Hearing.**

64. **Please Note:** The date and time of the Settlement Hearing may change without further written notice to the Settlement Class. The Court may decide to allow Settlement Class Members to appear at the hearing by phone, without further written notice to the Settlement Class. **In order to determine whether the date and time of the Settlement Hearing have changed, or whether Settlement Class Members may participate by phone or video, it is important that you monitor the Court's docket and the Settlement website, DentsplySironaSecuritiesLitigation.com, before making any plans to attend the Settlement Hearing. Any updates regarding the Settlement Hearing, including any changes to the date or time of the hearing or updates regarding in-person or remote appearances at the hearing, will be posted to the Settlement website, DentsplySironaSecuritiesLitigation.com. If the Court allows Settlement Class Members to participate in the Settlement Hearing by telephone or video conference, the information for accessing the telephone or video conference will be posted to the Settlement website, DentsplySironaSecuritiesLitigation.com.**

65. The virtual Settlement Hearing will be held on **September 10, 2025 at 2:00 p.m.**, before the Honorable Nina Gershon of the United States District Court for the Eastern District of New York. At the Settlement Hearing, the Court will consider: (a) whether the proposed Settlement is fair, reasonable, and adequate to the Settlement Class, and should be finally approved; (b) whether a Judgment substantially in the form attached as Exhibit B to the Settlement Agreement should be entered dismissing the Action with prejudice against Defendants; (c) whether the Settlement Class should be certified for purposes of the Settlement; (d) whether the proposed Plan of Allocation for the proceeds of the Settlement is fair and reasonable and should be approved; (e) whether the motion by Lead Counsel for attorneys' fees and Litigation Expenses should be approved; and (f) other matters that may properly be brought before the Court in connection with the Settlement. The Court reserves the right to approve the Settlement, the Plan of Allocation, Lead Counsel's motion for an award of attorneys' fees and Litigation Expenses, and/or any other matter related to the Settlement at or after the Settlement Hearing without further notice to the members of the Settlement Class. Anyone who files a written objection will be provided with a Zoom link by Lead Counsel or the Court.

66. Any Settlement Class Member that does not request exclusion may object to the Settlement, the proposed Plan of Allocation, or Lead Counsel's motion for an award of attorneys' fees and Litigation Expenses. Objections must be in writing. You must file any written objection, together with copies of all other papers and briefs supporting the objection, electronically with the Court by email (preferred) or by letter mailed to Judge Nina Gershon's Case Manager, Victor Joe, at the addresses set forth below **on or before _____, 2025**. You must also serve the papers on Lead Counsel and on Defendants' Counsel at the addresses set forth below so that the papers are **received on or before _____, 2025**.

<u>Judge Nina Gershon's Case</u> <u>Manager, Victor Joe</u>	<u>Lead Counsel</u>	<u>Defendants' Counsel</u>
Victor_Joe@nyed.uscourts.gov (preferred) or Victor Joe United States District Court Eastern District of New York 225 Cadman Plaza East Brooklyn, NY 11201	Barrack, Rodos & Bacine Jeffrey W. Golan Jordan R. Laporta 3300 Two Commerce Square 2001 Market Street Philadelphia, PA 19103	Skadden, Arps, Slate, Meagher & Flom LLP Scott D. Musoff Christopher P. Malloy Michael W. Restey One Manhattan West New York, NY 10001

67. Any objection must include (a) the name of this proceeding, *In re Dentsply Sirona, Inc. Securities Litigation*, Civil Action No. 18-7253-NG-PK; (b) the objector's full name, current address, email address (if applicable), and telephone number; (c) the objector's signature; (d) a statement providing the specific reasons for the objection, including a detailed statement of the specific legal and factual basis for each and every objection and whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class; and (e) documents sufficient to prove membership in the Settlement Class, including documents showing the number of shares of Dentsply Intl. and Dentsply Sirona common stock that the objecting Settlement Class Member purchased/acquired and/or sold from December 8, 2015 through August 6, 2018, inclusive, as well as the date, number of shares, and prices of each such purchase and sale. The documentation establishing membership in the Settlement Class must consist of copies of brokerage confirmation slips or monthly brokerage account statements, or an authorized statement from the objector's broker containing the transactional and holding information found in a broker confirmation slip or account statement.

68. You may not object to the Settlement, the Plan of Allocation, or Lead Counsel's motion for attorneys' fees and Litigation Expenses if you exclude yourself from the Settlement Class or if you are not a member of the Settlement Class.

69. You may file a written objection without having to appear at the Settlement Hearing. You may not, however, appear at the Settlement Hearing to present your objection unless you first file and serve a written objection in accordance with the procedures described above, unless the Court orders otherwise.

70. If you wish to be heard orally at the hearing in opposition to the approval of the Settlement, the Plan of Allocation, or Lead Counsel's motion for an award of attorneys' fees and Litigation Expenses, and if you timely file and serve a written objection as described above, you must also file a notice of appearance with the Clerk's Office so that it is ***received on or before*** _____, **2025**. Such persons may be heard orally at the discretion of the Court. Objectors who enter an appearance and desire to present evidence at the Settlement Hearing in support of their objection must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and any exhibits they intend to introduce into evidence at the hearing.

71. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Hearing. However, if you decide to hire an attorney, it will be at your own

expense, and that attorney must file a notice of appearance with the Court so that the notice is ***received on or before*** _____, 2025.

72. The Settlement Hearing may be adjourned by the Court without further written notice to the Settlement Class, other than a posting of the adjournment on the case website, DentsplySironaSecuritiesLitigation.com. If you plan to attend the Settlement Hearing, you should confirm the date and time with Lead Counsel.

73. Unless the Court orders otherwise, any Settlement Class Member who does not object in the manner described above will be deemed to have waived any objection and shall be forever foreclosed from making any objection to the proposed Settlement, the proposed Plan of Allocation or Lead Counsel's motion for attorneys' fees and Litigation Expenses. Settlement Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.

WHAT IF I BOUGHT SHARES ON SOMEONE ELSE'S BEHALF?

74. If you purchased or otherwise acquired Dentsply Intl. or Dentsply Sirona common stock from December 8, 2015 through August 6, 2018, inclusive, for the beneficial interest of persons or organizations other than yourself, you must either (a) within seven (7) calendar days of receipt of this Notice, request from the Claims Administrator sufficient copies of the Notice and Claim Form (the "Notice Packet") to forward to all such beneficial owners and within seven (7) calendar days of receipt of those Notice Packets forward them to all such beneficial owners; or (b) within seven (7) calendar days of receipt of this Notice, provide a list of the names and addresses of all such beneficial owners to *In re Dentsply Sirona Securities Litigation*, c/o A.B. Data, Ltd., P.O. Box 173027, Milwaukee, WI 53217. If you choose the second option, the Claims Administrator will send a copy of the Notice and the Claim Form to the beneficial owners. Upon full compliance with these directions, such nominees may seek payment of their reasonable expenses actually incurred, by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought. Copies of this Notice and the Claim Form may also be obtained from the website maintained by the Claims Administrator, DentsplySironaSecuritiesLitigation.com, or by calling the Claims Administrator toll-free at 1-866-217-4456.

CAN I SEE THE COURT FILE? WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?

75. This Notice contains only a summary of the terms of the proposed Settlement. For more detailed information about the matters involved in this Action, you are referred to the papers on file in the Action, including the Settlement Agreement, which may be reviewed by accessing the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.nyed.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Eastern District of New York, United States Courthouse, 225 Cadman Plaza East, Brooklyn, NY 11201. Additionally, copies of the Settlement Agreement and any related orders entered by the Court will be posted on the website maintained by the Claims Administrator, DentsplySironaSecuritiesLitigation.com.

All inquiries concerning this Notice and the Claim Form should be directed to:

In re Dentsply Sirona Securities Litigation
c/o A.B. Data, Ltd.

P.O. Box 173027
Milwaukee, WI 53217

(866) 217-4456
DentsplySironaSecuritiesLitigation.com

or

Michael Toomey
BARRACK, RODOS & BACINE
330 Two Commerce Square
2001 Market Street
Philadelphia, PA 19103
877-386-3304
settlements@barrack.com

**DO NOT CALL OR WRITE THE COURT, THE OFFICE OF THE CLERK OF
THE COURT, DEFENDANTS OR THEIR COUNSEL REGARDING THIS
NOTICE.**

Dated: _____, 2025

By Order of the Court
United States District Court
Eastern District of New York

Appendix A

PLAN OF ALLOCATION OF THE NET SETTLEMENT FUND

76. As discussed above, the Settlement provides \$84,000,000 in cash for the benefit of the Settlement Class. The Settlement Amount and any interest it earns constitute the “Settlement Fund.” The Settlement Fund, after deduction of Court-approved attorneys’ fees and Litigation Expenses, Notice and Administration Costs, Taxes, and any other fees or expenses approved by the Court, is the “Net Settlement Fund.” If the Settlement is approved by the Court, the Net Settlement Fund will be distributed to eligible Authorized Claimants, i.e., members of the Settlement Class who timely submit valid Claim Forms that are accepted for payment by the Court, in accordance with a plan of allocation to be adopted by the Court. Settlement Class Members who do not timely submit valid Claim Forms will not share in the Net Settlement Fund, but will otherwise be bound by the Settlement.

77. The Plan of Allocation (the “Plan”) set forth herein is the plan that is being proposed to the Court for approval by Lead Plaintiff after consultation with its damages expert. The Court may approve the Plan with or without modification, or approve another plan of allocation, without further notice to the Settlement Class. Any Orders regarding a modification to the Plan will be posted to DentsplySironaSecuritiesLitigation.com. Defendants have had, and will have, no involvement or responsibility for the terms or application of the Plan.

78. The objective of the Plan of Allocation is to equitably distribute the Net Settlement Fund among Authorized Claimants who suffered economic losses as a proximate result of the alleged wrongdoing. The calculations made pursuant to the Plan of Allocation are not intended to be estimates of, nor indicative of, the amounts that Settlement Class Members might have been able to recover after a trial. Nor are the calculations pursuant to the Plan of Allocation intended to be estimates of the amounts that will be paid to Authorized Claimants pursuant to the Settlement. The computations under the Plan of Allocation are only a method to weigh the claims of Authorized Claimants against one another for the purposes of making *pro rata* allocations of the Net Settlement Fund.

79. The Plan of Allocation was created with the assistance of a consulting damages expert and reflects the assumption that Defendants’ alleged false and misleading statements and material omissions proximately caused the price of Dentsply Intl. and Dentsply Sirona common stock to be artificially inflated throughout the Class Period. In calculating the estimated artificial inflation allegedly caused by Defendants’ alleged misrepresentations and omissions, Lead Plaintiff’s damages expert considered price changes in Dentsply Sirona common stock in reaction to certain public announcements allegedly revealing the truth concerning Defendants’ alleged misrepresentations and material omissions, adjusting for price changes that were attributable to market or industry forces.

80. In order to have recoverable damages, the disclosure of the allegedly misrepresented information must be the cause of the decline in the price of Dentsply Sirona common stock. In this case, Lead Plaintiff alleges that Defendants made false statements and omitted material facts during the period from December 8, 2015 through August 6, 2018, inclusive, which had the effect of artificially inflating the price of Dentsply Intl. common stock prior to the Merger and Dentsply Sirona common stock after the Merger. Lead Plaintiff further alleges that corrective information was released to the market on August 9, 2017, October 2, 2017, May 6-7, 2018, and August 7, 2018, which removed the artificial inflation from the price of Dentsply Sirona common stock on August 9, 2017, October 2, 2017, May 7-8, 2018, and August 7, 2018.

81. Recognized Loss Amounts are based primarily on the difference in the amount of alleged artificial inflation in the prices of Dentsply Intl. and Dentsply Sirona common stock at the time of purchase and at the time of sale, or the difference between the actual purchase price and sale price. Accordingly, in order to have a Recognized Loss Amount under the Plan of Allocation, a Settlement Class Member that purchased or otherwise acquired Dentsply Intl. and/or Dentsply Sirona common stock during the Class Period must have held those shares through at least one of the dates where new corrective information was released to the market and partially removed the artificial inflation from the price of Dentsply Sirona common stock.

CALCULATION OF RECOGNIZED LOSS AMOUNT

82. Based on the formula stated below, a “Recognized Loss Amount” will be calculated for each purchase or acquisition of Dentsply Intl. or Dentsply Sirona common stock during the Class Period that (a) comes within the definition of valid Settlement Class transactions and (b) is listed on the Claim Form and for which adequate documentation is provided.² If a Recognized Loss Amount calculates to a negative number or zero under the formula below, that Recognized Loss Amount will be zero.³

83. For each share of Dentsply Intl. or Dentsply Sirona common stock purchased or otherwise acquired during the Class Period (that is, the period from December 8, 2015 through and including the close of trading on August 6, 2018), and:

- A. Sold at or prior to the close of trading on August 8, 2017, the Recognized Loss Amount will be \$0.00.⁴
- B. Sold from August 9, 2017 through and including the close of trading on August 6, 2018, the Recognized Loss Amount will be ***the lesser of:*** (i) the amount of artificial inflation per share on the date of purchase/acquisition as stated in Table A below *minus* the amount of artificial inflation per share on the date of sale as stated in Table A below; or (ii) the purchase/acquisition price minus the sale price.
- C. Sold from August 7, 2018 through and including the close of trading on November 2, 2018, the Recognized Loss Amount will be ***the least of:*** (i) the amount of artificial inflation per share on the date of purchase/acquisition as stated in Table A below; (ii) the purchase/acquisition price minus the average closing price from August 7, 2018 through

² Consistent with the definition of the Settlement Class and proceedings in this Action, Dentsply Sirona shares acquired by holders of Sirona stock in the Merger between Dentsply Intl. and Sirona, or by holders of Dentsply Intl. stock purchased prior to December 8, 2015, will not be eligible for compensation in this Plan of Allocation.

³ Any transactions in Dentsply Intl. or Dentsply Sirona common stock executed outside of regular trading hours for the U.S. financial markets shall be deemed to have occurred during the next regular trading session.

⁴ Sales of Dentsply Sirona stock after the Merger will be matched with holdings and/or purchases of Dentsply Intl. shares, if a Settlement Class member had Dentsply Intl. shares prior to the Merger, on a FIFO basis, per ¶ 85 below. As noted above, only Dentsply Intl. shares purchased from December 8, 2015 to the date of the Merger are validly part of the Settlement Class.

the date of sale as stated in Table B below; or (iii) the purchase/acquisition price minus the sale price.

- D. Held as of the close of trading on November 2, 2018, the Recognized Loss Amount will be *the lesser of*: (i) the amount of artificial inflation per share on the date of purchase/acquisition as stated in Table A below, or (ii) the purchase/acquisition price *minus* \$37.60.⁵

ADDITIONAL PROVISIONS

84. **Calculation of Claimant's "Recognized Claim":** A Claimant's "Recognized Claim" will be the sum of his, her, or its Recognized Loss Amounts as calculated under ¶ 83 above.

85. **FIFO Matching:** If a Claimant made more than one purchase or sale of Dentsply Intl. or Dentsply Sirona common stock during the Class Period, all purchases and sales will be matched on a First In, First Out ("FIFO") basis. Class Period sales will be matched first against any holdings at the beginning of the Class Period and then against purchases in chronological order, beginning with the earliest purchase made during the Class Period.

86. **Purchase/Sale Prices:** For the purposes of calculations in ¶ 83 above, "purchase price" means the actual price paid, excluding any fees, commissions, and taxes, and "sale price" means the actual amount received, not deducting any fees, commissions, and taxes.

87. **"Purchase/Sale" Dates:** Purchases and sales of Dentsply Intl. and Dentsply Sirona common stock will be deemed to have occurred on the "contract" or "trade" date as opposed to the "settlement" or "payment" date. The receipt or grant by gift, inheritance, or operation of law of Dentsply Intl. or Dentsply Sirona common stock during the Class Period will not be deemed a purchase or sale of Dentsply Intl. or Dentsply Sirona common stock for the calculation of a Claimant's Recognized Loss Amount, nor will the receipt or grant be deemed an assignment of any claim relating to the purchase/sale of Dentsply Intl. or Dentsply Sirona common stock unless (i) the donor or decedent purchased or otherwise acquired or sold such Dentsply Intl. or Dentsply Sirona common stock during the Class Period; (ii) the instrument of gift or assignment specifically provides that it is intended to transfer such rights; and (iii) no Claim was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to shares of such shares of Dentsply Intl. or Dentsply Sirona common stock.

88. **Short Sales:** The date of covering a "short sale" is deemed to be the date of purchase of the Dentsply Intl. or Dentsply Sirona common stock. The date of a "short sale" is deemed to be the date of

⁵ Pursuant to Section 21D(e)(1) of the Exchange Act, "in any private action arising under this title in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of that security during the 90-day period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated to the market." Consistent with the requirements of the Exchange Act, Recognized Loss Amounts are reduced to an appropriate extent by taking into account the closing prices of Dentsply Sirona common stock during the "90-day look-back period" from August 7, 2018 through November 2, 2018. The mean (average) closing price for Dentsply Sirona common stock during this period was \$37.60.

sale of the Dentsply Intl. or Dentsply Sirona common stock. In accordance with the Plan of Allocation, however, the Recognized Loss Amount on “short sales” and the purchases covering “short sales” is zero.

89. In the event that a Claimant has an opening short position in Dentsply Intl. common stock, the earliest purchases of Dentsply Intl. or Dentsply Sirona common stock during the Class Period will be matched against such opening short position, and not be entitled to a recovery, until that short position is fully covered.

90. **Common Stock Purchased/Sold Through the Exercise of Options:** Option contracts are not securities eligible to participate in the Settlement. With respect to Dentsply Intl. or Dentsply Sirona common stock purchased or sold through the exercise of an option, the purchase/sale date of the common stock is the exercise date of the option and the purchase/sale price is the exercise price of the option.

91. **Market Gains and Losses:** The Claims Administrator will determine if the Claimant had a “Market Gain” or a “Market Loss” with respect to his, her, or its overall transactions in Dentsply Intl. and Dentsply Sirona common stock during the Class Period. For purposes of making this calculation, the Claims Administrator shall determine the difference between (i) the Claimant’s Total Purchase Amount⁶ and (ii) the sum of the Claimant’s Total Sales Proceeds⁷ and the Claimant’s Holding Value.⁸ If the Claimant’s Total Purchase Amount *minus* the sum of the Claimant’s Total Sales Proceeds and the Holding Value is a positive number, that number will be the Claimant’s Market Loss; if the number is a negative number or zero, that number will be the Claimant’s Market Gain.

92. If a Claimant had a Market Gain with respect to his, her, or its overall transactions in Dentsply Intl. and Dentsply Sirona common stock during the Class Period, the value of the Claimant’s Recognized Claim will be zero, and the Claimant will in any event be bound by the Settlement. If a Claimant suffered an overall Market Loss with respect to his, her, or its overall transactions in Dentsply Intl. and Dentsply Sirona common stock during the Class Period but that Market Loss was less than the Claimant’s Recognized Claim, then the Claimant’s Recognized Claim will be limited to the amount of the Market Loss.

93. **Determination of Distribution Amount:** The Net Settlement Fund will be distributed to Authorized Claimants on a *pro rata* basis based on the relative size of their Recognized Claims. Specifically, a “Distribution Amount” will be calculated for each Authorized Claimant, which will be the Authorized Claimant’s Recognized Claim divided by the total Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund.

⁶ The “Total Purchase Amount” is the total amount the Claimant paid (excluding all fees, taxes, and commissions) for all shares of Dentsply Intl. or Dentsply Sirona common stock purchased or acquired during Class Period to the extent they come within the Settlement Class definition.

⁷ The Claims Administrator shall match any sales of Dentsply Intl. or Dentsply Sirona common stock during the Class Period first against the Claimant’s opening position in Dentsply Intl. common stock (the proceeds of those sales will not be considered for purposes of calculating market gains or losses). The total amount received (not deducting any fees, taxes and commissions) for sales of the remaining shares of Dentsply Intl. or Dentsply Sirona common stock sold during the Class Period is the “Total Sales Proceeds.”

⁸ The Claims Administrator shall ascribe a “Holding Value” of \$39.41 to each share of Dentsply Intl. or Dentsply Sirona common stock purchased or acquired during the Class Period that was still held as of the close of trading on August 6, 2018.

94. If an Authorized Claimant's Distribution Amount calculates to less than \$10.00, no distribution will be made to that Authorized Claimant. Those funds will be included in the distribution to Authorized Claimants whose Distribution Amount is \$10.00 or more.

95. After the initial distribution of the Net Settlement Fund, the Claims Administrator will make reasonable and diligent efforts to have Authorized Claimants cash their distribution checks. To the extent any monies remain in the Net Settlement Fund seven (7) months after the initial distribution, if Lead Counsel, in consultation with the Claims Administrator, determine that it is cost-effective to do so, the Claims Administrator will conduct a re-distribution of the funds remaining after payment of any unpaid fees and expenses incurred in administering the Settlement, including for such re-distribution, to Authorized Claimants who have cashed their initial distributions and who would receive at least \$10.00 from such re-distribution. Additional re-distributions to Authorized Claimants who have cashed their prior checks may occur thereafter if Lead Counsel, in consultation with the Claims Administrator, determine that additional re-distributions, after the deduction of any additional fees and expenses incurred in administering the Settlement, including for such re-distributions, would be cost-effective. At such time as it is determined that the re-distribution of funds remaining in the Net Settlement Fund is not cost-effective, the remaining balance will be contributed to one or more non-sectarian, not-for-profit, 501(c)(3) organizations to be selected by Lead Counsel and approved by the Court.

96. Payment pursuant to the Plan of Allocation, or such other plan of allocation as may be approved by the Court, will be conclusive against all Claimants. No person shall have any claim against Lead Plaintiff, Lead Counsel, Lead Plaintiff's damages experts, Lead Plaintiff's consulting experts, Defendants, Defendants' Counsel, Defendants' consulting experts, or any of the other Plaintiffs' Releasees or Defendants' Releasees, or the Claims Administrator or other agent designated by Lead Counsel arising from distributions made substantially in accordance with the Settlement Agreement, the plan of allocation approved by the Court, or further Orders of the Court. Lead Plaintiff, Defendants, and their respective counsel, and all other Defendants' Releasees, shall have no responsibility or liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund; the plan of allocation; the determination, administration, calculation, or payment of any Claim or nonperformance of the Claims Administrator; the payment or withholding of Taxes; or any losses incurred in connection therewith.

TABLE A

Estimated Artificial Inflation in Dentsply Intl. and Dentsply Sirona Common Stock December 8, 2015 through August 6, 2018	
Date Range	Estimated Artificial Inflation Per Share
December 8, 2015 to August 8, 2017	\$23.29
August 9, 2017 to October 1, 2017	\$18.13
October 2, 2017 to May 6, 2018	\$14.38
May 7, 2018	\$11.11
May 8, 2018 to August 6, 2018	\$8.99

August 7, 2018 and later	\$0.00
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TABLE B

90-Day Look-back Table for Dentsply Sirona Common Stock Closing Price and Average Closing Price August 7, 2018 through November 2, 2018						
Date	Closing Price	Average Closing Price from August 7, 2018 through Date Shown		Date	Average Closing Price from August 7, 2018 through Date Shown	
8/7/2018	\$39.41	\$39.41		9/20/2018	\$38.64	\$38.87
8/8/2018	\$40.39	\$39.90		9/21/2018	\$38.76	\$38.86
8/9/2018	\$40.12	\$39.97		9/24/2018	\$38.09	\$38.84
8/10/2018	\$39.02	\$39.73		9/25/2018	\$37.45	\$38.80
8/13/2018	\$39.57	\$39.70		9/26/2018	\$38.03	\$38.78
8/14/2018	\$39.00	\$39.58		9/27/2018	\$37.95	\$38.76
8/15/2018	\$37.97	\$39.35		9/28/2018	\$37.74	\$38.73
8/16/2018	\$38.08	\$39.19		10/1/2018	\$37.68	\$38.70
8/17/2018	\$38.67	\$39.14		10/2/2018	\$37.48	\$38.67
8/20/2018	\$38.86	\$39.11		10/3/2018	\$37.08	\$38.63
8/21/2018	\$38.97	\$39.10		10/4/2018	\$36.19	\$38.58
8/22/2018	\$38.90	\$39.08		10/5/2018	\$36.34	\$38.52
8/23/2018	\$38.12	\$39.01		10/8/2018	\$36.03	\$38.47
8/24/2018	\$38.50	\$38.97		10/9/2018	\$35.75	\$38.41
8/27/2018	\$38.52	\$38.94		10/10/2018	\$35.90	\$38.35
8/28/2018	\$39.18	\$38.95		10/11/2018	\$35.68	\$38.30
8/29/2018	\$39.56	\$38.99		10/12/2018	\$35.87	\$38.25
8/30/2018	\$39.66	\$39.03		10/15/2018	\$36.23	\$38.20
8/31/2018	\$39.92	\$39.07		10/16/2018	\$37.14	\$38.18
9/4/2018	\$38.67	\$39.05		10/17/2018	\$37.07	\$38.16
9/5/2018	\$39.46	\$39.07		10/18/2018	\$35.67	\$38.11
9/6/2018	\$38.90	\$39.07		10/19/2018	\$36.28	\$38.08
9/7/2018	\$38.54	\$39.04		10/22/2018	\$35.98	\$38.04
9/10/2018	\$38.15	\$39.01		10/23/2018	\$35.96	\$38.00
9/11/2018	\$38.19	\$38.97		10/24/2018	\$35.04	\$37.95
9/12/2018	\$38.75	\$38.96		10/25/2018	\$35.19	\$37.90
9/13/2018	\$38.74	\$38.96		10/26/2018	\$34.33	\$37.84
9/14/2018	\$38.42	\$38.94		10/29/2018	\$34.32	\$37.78
9/17/2018	\$38.10	\$38.91		10/30/2018	\$34.99	\$37.73
9/18/2018	\$38.19	\$38.88		10/31/2018	\$34.63	\$37.68
9/19/2018	\$38.61	\$38.88		11/1/2018	\$35.24	\$37.64
				11/2/2018	\$35.03	\$37.60